



**BID NO.: 1182-0/13**

**OPENING: 2:00 P.M.  
WEDNESDAY  
SEPTEMBER 24, 2008**

**MIAMI-DADE COUNTY, FLORIDA**

**I N V I T A T I O N  
T O B I D**

**TITLE:**

**TERMITE CONTROL SERVICES – PRE-QUALIFICATION**

**THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:**

BID DEPOSIT AND PERFORMANCE BOND:.....	N/A
CATALOGUE AND LISTS:.....	N/A
CERTIFICATE OF COMPETENCY:.....	N/A
EQUIPMENT LIST:.....	N/A
EXPEDITED PURCHASING PROGRAM (EPP)	N/A
INDEMNIFICATION/INSURANCE:.....	Section 2.0, Paragraph 2.11
LIVING WAGE: .....	N/A
PRE-BID CONFERENCE/WALK-THRU: .....	N/A
SMALL BUSINESS ENTERPRISE MEASURE: .....	Section 2.0, Paragraph 2.2
SAMPLES/INFORMATION SHEETS: .....	N/A
SECTION 3 – MDHA:.....	Section 2.0, Paragraph 2.32
SITE VISIT/AFFIDAVIT: .....	N/A
USER ACCESS PROGRAM: .....	Section 2.0, Paragraph 2.21
WRITTEN WARRANTY: .....	N/A

**FOR INFORMATION CONTACT:**

**Drakus Wiggins at 305-375-4435 or at [dwiggin@miamidade.gov](mailto:dwiggin@miamidade.gov)**

**IMPORTANT NOTICE TO BIDDERS:**

**This solicitation includes a Small Business Enterprise (SBE) bid preference.**

**MIAMI-DADE COUNTY  
DEPARTMENT OF PROCUREMENT MANAGEMENT  
PURCHASING DIVISION**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON  
PAGE 32 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR  
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 32 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER  
YOUR BID NON-RESPONSIVE**



**MIAMI-DADE COUNTY, FLORIDA**

**INVITATION TO BID**

**Bid Number: 1182-0/13**

**Title: Termite Control Services – Pre-Qualification**

**Sr. Procurement Contracting Agent: Drakus Wiggins, CPPB**

**Bids will be accepted until 2:00 p.m. on September 24, 2008**

**Bids will be publicly opened.** The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

**Instructions:** The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

**All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.**

**NOTICE TO ALL BIDDERS:**

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION**

## SECTION 1

### GENERAL TERMS AND CONDITIONS

#### 1.1. DEFINITIONS

**Bid** – shall refer to any offer(s) submitted in response to this solicitation.

**Bidder** – shall refer to anyone submitting a Bid in response to this solicitation.

**Bid Solicitation** – shall mean this solicitation documentation, including any and all addenda.

**Bid Submittal Form** – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

**County** – shall refer to Miami-Dade County, Florida

**DPM** – shall refer to Miami-Dade County's Department of Procurement Management.

**Enrolled Vendor** – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

**Registered Vendor** – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

**The Vendor Registration Package** – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at [www.miamidade.gov/dpm](http://www.miamidade.gov/dpm)

#### 1.2. INSTRUCTIONS TO BIDDERS

##### A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19<sup>th</sup> Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

##### B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at [www.miamidade.gov](http://www.miamidade.gov) or from the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**  
(Sec. 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**  
(County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**  
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**  
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**  
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**  
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**  
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**  
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**  
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**  
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**  
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**  
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**  
Resolution (R-738-92)
14. **W-9 and 8109 Forms**  
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**  
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
  - Identification of individual account records
  - To make payments to individual/vendor for goods and services provided to Miami-Dade County
  - Tax reporting purposes
  - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**  
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**  
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**  
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

## SECTION 1

### GENERAL TERMS AND CONDITIONS

**C. PUBLIC ENTITY CRIMES**

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**D. Request for Additional Information**

- Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, suite 202, Miami, Florida 33128-1983 or email [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).
- The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
- It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

**E. Contents of Bid Solicitation and Bidders' Responsibilities**

- It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
- In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
- This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
- It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

**F. Change or Withdrawal of Bids**

- Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
- Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

**G. Conflicts Within The Bid Solicitation**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

**H. Prompt Payment Terms**

- It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
- The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

**1.3. PREPARATION OF BIDS**

- The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

## SECTION 1

### GENERAL TERMS AND CONDITIONS

**1.4. CANCELLATION OF BID SOLICITATION**

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

**1.5. AWARD OF BID SOLICITATION**

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of DPM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

**1.6. CONTRACT EXTENSION**

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

**1.7. WARRANTY**

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

**1.8. ESTIMATED QUANTITIES**

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to

quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

**1.9. NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

**1.10. LOCAL PREFERENCE**

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
  - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
  - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
  - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2009. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

**1.11. CONTINUATION OF WORK**

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

## SECTION 1

### GENERAL TERMS AND CONDITIONS

**1.12. BID PROTEST**

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three-day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.
- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County workdays after the filing of a written intent to protest.

- D. For award recommendations greater than \$250,000 the following shall apply:  
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:  
Each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1<sup>st</sup> Street. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Bid Solicitation.

**1.13. RULES, REGULATIONS AND LICENSES**

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

**1.14. PACKAGING**

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

**1.15. SUBCONTRACTING**

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

**1.16. ASSIGNMENT**

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

**1.17. DELIVERY**

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

**1.18. RESPONSIBILITY AS EMPLOYER**

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

**1.19. INDEMNIFICATION**

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

**1.20. COLLUSION**

Where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

**1.21. MODIFICATION OF CONTRACT**

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

**1.22. TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

**1.23. TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

## SECTION 1

### GENERAL TERMS AND CONDITIONS

**1.24. FRAUD AND MISREPRESENTATION**

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**1.25. ACCESS TO RECORDS**

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

**1.26 OFFICE OF THE INSPECTOR GENERAL**

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

**1.27 PRE-AWARD INSPECTION**

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

**1.28 PROPRIETARY/CONFIDENTIAL INFORMATION**

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

**1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;

3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

**1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX**

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Work's inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

**1.31 LOBBYIST CONTINGENCY FEES**

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

**1.32 COMMISSION AUDITOR -- ACCESS TO RECORDS**

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.



**SECTION 2**  
**SPECIAL CONDITIONS**

**TERMITE CONTROL SERVICES – PRE-QUALIFICATION**

**2.1 PURPOSE: TO PRE-QUALIFY VENDORS**

Miami-Dade County, hereinafter referred to as the County, is soliciting for experienced and qualified vendors in the business of providing termite control services to submit their qualifications that meet or exceed the minimum qualification criteria for award on to the resultant contract as a pre-qualified vendor for the purpose of future spot market purchase of termite control services for County departments.

Pre-qualified vendors shall utilize either of the following treatment methods in conjunction with the contract: general fumigation, spot treatments, or total treatment for subterranean termites.

The County intends to purchase under the contract from the pre-qualified vendor(s) any of the following treatment services.

Treatment Services:

1. General fumigation for drywood termite control in large buildings, greater than 600,000 cubic feet.
2. General fumigation for drywood termite control in small buildings, less than 600,000 cubic feet.
3. Spot treatment for drywood termite control.
4. Spot treatment for subterranean termite control.
5. Total treatment for subterranean termite control.

In responding to this solicitation, vendors must identify the treatment service(s) it wishes to be pre-qualified in for subsequent spot market purchases.

**2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000 (Bid Preference)**

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% bid preference shall apply to contracts \$1 million or less and 5% on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Business Development (DBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Business Development at 305-375-3111 or access [www.miamidade.gov/dbd](http://www.miamidade.gov/dbd).

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

**2.3 PRE-BID CONFERENCE: INTENTIONALLY OMITTED**



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**TERMITE CONTROL SERVICES – PRE-QUALIFICATION**

**2.4 TERM OF CONTRACT: FIVE (5) YEAR FIXED PERIOD**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Award Recommendation Letter which is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for five (5) years and upon completion of the expressed and/or implied warranty periods.

**2.5 OPTION TO RENEW: INTENTIONALLY OMITTED**

**2.6 METHOD OF AWARD USING PRE-QUALIFICATION AND SUBSEQUENT SPOT MARKET PROCEDURES**

Award of this contract will be made to all responsive, responsible vendors who meet the minimum qualifications set forth in this solicitation.

It shall be the sole prerogative of the County as to the number of vendors that will be included under this contract. During the term of this contract, the County reserves the right to add or delete vendors as it deems necessary in its best interests. If the County elects to add vendors, the vendor must meet the minimum qualifications set forth in this solicitation.

**2.6.1 MINIMUM QUALIFICATIONS**

- A. All vendors shall provide the County a copy of its current pest control business license issued by the State of Florida.
- B. All vendors shall provide evidence of presently being in the business of termite control and experience in the business of termite control for the past five (5) years from the time of bid opening, consecutively (e.g. Local Business Tax Receipts-formerly known as occupational licenses, corporate tax returns, etc.).
- C. All vendors shall provide the County a copy of the certification for its employed pest control operator certified in the category of Termite and Other Wood-Destroying Organisms Control issued by the State of Florida.
- Qualification requirements A, B, and C above pre-qualify vendors for **Spot treatment for drywood and subterranean termite control**.
- D. Vendors who wish to be pre-qualified in **Treatment Service: General fumigation for drywood termite control in large buildings, greater than 600,000 cubic feet** must provide, in addition to the qualification requirements A, B, and C above:

**SECTION 2**  
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1. a copy of the certification for its employed pest control operator certified in the category of Fumigation issued by the State of Florida, and
2. a minimum of three (3) commercial references of companies in which it has provided said service to successfully within the past year from the time of bid opening.

Vendors who are awarded as pre-qualified in Treatment Service: General fumigation for drywood termite control in large buildings, greater than 600,000 cubic feet shall also be awarded as pre-qualified in Treatment Service: General fumigation for drywood termite control in small buildings, less than 600,000 cubic feet.

- E. Vendors who wish to be pre-qualified in **Treatment Service: General fumigation for drywood termite control in small buildings, less than 600,000 cubic feet** only must provide, in addition to the qualification requirements A, B, and C above:

1. a copy of the certification for its employed pest control operator certified in the category of Fumigation issued by the State of Florida, and
2. a minimum of three (3) commercial references of companies in which it has provided said service to successfully within the past year from the time of bid opening.

- F. Vendors who wish to be pre-qualified in **Treatment Service: Total treatment for subterranean termite control** must provide, in addition to the qualification requirements A, B, and C above, a minimum of three (3) commercial references of companies in which it has provided said service to successfully within the past year from the time of bid opening.

Required documents omitted in a vendor's bid submittal may be requested during evaluation. Available information, or lack thereof, will be used by the County to determine a responsive vendor and as evidence of meeting the minimum qualifications for specific treatment services.

**2.6.2 SPOT MARKET PROCEDURES**

Awarded vendors shall be deemed pre-qualified to participate in subsequent spot market purchases as required by the County on an as-needed basis.

Spot market pricing procedures may be initiated by either the using County departments, the County Pest Control Manager or DPM. The spot market procedures specific to this contract are as follows:

**SECTION 2**  
**SPECIAL CONDITIONS**

**TERMITE CONTROL SERVICES – PRE-QUALIFICATION**

1. When a requirement for services is identified by the using County department, the vendors pre-qualified for the treatment service will be invited to quote a fixed price for the service.
2. The vendor then offering the lowest fixed price shall be awarded for the specific purchase.
3. It is the County's prerogative to a) contact all the vendors pre-qualified in a treatment service to request a quotation, b) use a rotating system of all pre-qualified vendors in a treatment service to request quotations, or c) as available, to request quotations from a minimum of three pre-qualified vendors in a treatment service.

The award to one vendor for a specific purchase or individual action does not preclude the remaining pre-qualified vendors from submitting spot market offers for other specific purchases.

Note: Spot market purchases administered by or for Miami Dade Housing Agency (MDHA) will only be awarded to vendors whose compliance with the HUD Section 3 Requirements has been certified by MDHA Office of Compliance in accordance with Paragraph 2.32.

**2.7 PRICES SHALL BE FIXED AND FIRM FOR SPECIFIC PURCHASES**

When a pre-qualified vendor is awarded a project under this solicitation, the prices proposed by the vendor shall remain fixed and firm for the specific individual purchase, or the specific purchasing period identified by a County representative at the spot market purchase.

**2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT: INTENTIONALLY OMITTED**

**2.9 EQUAL PRODUCT: INTENTIONALLY OMITTED**

**2.10 LIQUIDATED DAMAGES: INTENTIONALLY OMITTED**

**2.11 INDEMNIFICATION AND INSURANCE TERMITE CONTROL SERVICES (MDAD INCLUDED)**

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and

**SECTION 2**  
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**TERMITE CONTROL SERVICES – PRE-QUALIFICATION**

defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Bids and contracts Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workmen's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. Policy must include coverage for products and completed operations (including coverage for application of pesticides). **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \*\$500,000 combined single limit per occurrence for bodily injury and property damage.

**\*Under no circumstances are these contractors permitted on the A.O.A. side without increasing automobile coverage to \$5,000,000.**

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

**NOTE: MIAMI DADE COUNTY BID NUMBER AND TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.**

**CERTIFICATE HOLDER MUST READ:    MIAMI-DADE COUNTY  
   111 NW 1<sup>ST</sup> STREET  
   SUITE 2340  
   MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Invitation To Bid, the Bidder shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Bidder fails to submit the required insurance documents in the manner prescribed in this Invitation To Bid within twenty (20) calendar days after Board of Commission approval, the Bidder shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder may be prohibited from submitting future Proposal to the County in accordance with Section 1.6 of the General Terms and Conditions.

The Bidder shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the Bidder in accordance with Section 2.5 of the Special Conditions. If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the Invitation To Bid; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Bidder in accordance with Section 1.0, paragraph 1.10B of the General Terms and Conditions.

**Revised 2/03**

**Department of Procurement Management  
Bids and Contracts Division**

**SECTION 2**  
**SPECIAL CONDITIONS**

**TERMITE CONTROL SERVICES – PRE-QUALIFICATION**

**111 NW 1st Street, Suite 1300  
Miami, Florida 33128-1989**

**2.12 BID GUARANTY: INTENTIONALLY OMITTED**

**2.13 PERFORMANCE BOND: INTENTIONALLY OMITTED**

**2.14 CERTIFICATIONS: INTENTIONALLY OMITTED**

**2.15 METHOD OF PAYMENT: PERIODIC PAYMENTS FOR SERVICE RENDERED**

The County shall provide periodic payments for services rendered by the vendor. In order for the County to provide payment, the vendor shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the County department within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

All invoices shall contain the following basic information:

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

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IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

VI. Failure to Comply:

- Failure to submit invoices in the prescribed manner will delay payment.

**2.16 SHIPPING TERMS: INTENTIONALLY OMITTED**

**2.17 DELIVERY REQUIREMENTS: INTENTIONALLY OMITTED**

**2.18 BACK ORDER ALLOWANCE: INTENTIONALLY OMITTED**

**2.19 WARRANTY REQUIREMENTS: INTENTIONALLY OMITTED**

**2.20 CONTACT PERSONS:**

For any additional information regarding the terms and conditions of this solicitation and resultant contract, contact: Drakus Wiggins, CPPB at (305) 375-4435 or email [dwiggin@miamidade.gov](mailto:dwiggin@miamidade.gov).

**2.21 COUNTY USER ACCESS PROGRAM (UAP)**

**User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.



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The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

**Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

**Vendor Compliance**

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

**2.22 AVAILABILITY OF CONTRACT TO COUNTY DEPARTMENTS**

Any County department or agency may avail itself to the resultant contract of this solicitation and the governing terms and conditions established herein.

**2.23 ACCIDENT PREVENTION AND BARRICADES**

Precautions shall be exercised by the contractor at all times for the protection of persons and property. All contractors and sub-contractors shall conform to all Occupational Safety and Health Administration (OSHA), State and County regulations while performing under the

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terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the contractor. Barricades shall be provided by the contractor when work is performed in areas traversed by person, or when deemed necessary by the County Project Manager.

**2.24 COMPLIANCE WITH FEDERAL, STATE AND LOCAL STANDARDS**

The vendor shall provide all services purchased in conjunction with the resultant contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the United States Environmental Protection Agency (EPA), and the Florida Department of Agriculture and Consumer Services. The vendor shall also comply with County security measures and be responsible for any associated fee.

**2.25 PRE-AWARD INSPECTION MAY BE REQUIRED DURING EVALUATION**

The County may elect to conduct a pre-award inspection of the vendor's facility during the evaluation process to demonstrate that the vendor has sufficient resources and organization to ensure it can satisfactorily execute the contract if awarded under the terms and conditions herein stated.

If an inspection is required, the County will notify the vendor of such in writing with a specific date and time. If the vendor fails to honor the inspection as stipulated in the notice, the County may elect to re-schedule or cancel the inspection, whichever action is determined to be in the best interests of the County.

The County will consider any evidence available to it during an inspection or the circumstances for a cancelled inspection in determining vendor responsibility for the purposes of contract award. The County shall be the sole judge of responsibility and its decision shall be final.

**2.26 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR**

The vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

**2.27 LEGAL REQUIREMENT FOR POLLUTION CONTROL**

It is the intent of these specifications to comply with the Miami-Dade County Pollution

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**SPECIAL CONDITIONS**

**TERMITE CONTROL SERVICES – PRE-QUALIFICATION**

Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the vendor through the Department of Environmental Resources Management (DERM), 33 SW 2<sup>nd</sup> Ave., Miami, FL 33130, Telephone (305) 372-6789.

**2.28 LICENSES, PERMITS AND FEES**

The vendor shall obtain and pay for all licenses, permits and inspection fees required for this project and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the vendor for failure to obtain required licenses, permits or fines shall be borne by the vendor.

**2.29 PURCHASE OF OTHER SERVICES NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES**

While the County has listed all major services within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar services that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will commence spot market procedures per Paragraph 2.6.2.

The County reserves the right to acquire the similar services through a separate solicitation.

**2.30 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS**

The Federal “Right to Know” Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the vendor(s) performing under this contract shall provide two (2) complete sets of Material Safety Data Sheets (MSDS) to each user department utilizing the awarded services. This information shall be provided upon request.

For additional information on the Federal Right to Know Regulation, contact OSHA at [www.OSHA.gov](http://www.OSHA.gov) or call (954) 424-0242.

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**TERMITE CONTROL SERVICES – PRE-QUALIFICATION**

**2.31 WORK ACCEPTANCE**

This project will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

**2.32 HUD SECTION 3 REQUIREMENT FOR MIAMI DADE HOUSING AGENCY PROJECTS**

This contract is a HUD Section 3 covered activity for Miami-Dade Housing Agency (MDHA). HUD Section 3 requires that job training, employment and contracting opportunities be directed toward low and very low income persons and to businesses that provide economic opportunities to those persons.

All Bidders are required to execute and submit Document 00400, “Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)”, with its bid submittal – see Appendix B. An executed Plan document is the Bidder’s certification that he or she will take all necessary affirmative marketing steps required, in connection with each MDHA project award, to (a) meet HUD Section 3 training and employment goals, where feasible, when filing vacant or new positions resulting from MDHA awards, and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from MDHA awards, and (b) meet HUD Section 3 subcontracting goals and ensure small, minority and women subcontractors are used (where subcontracting is permitted). Questions regarding HUD Section 3 Requirements may be faxed to MDHA Office of Compliance at (305) 643-1773.

**2.33 MIAMI-DADE HOUSING (MDHA) EXEMPTION TO CERTAIN CLAUSES**

The contract to be awarded under this solicitation will be accessed by the Miami-Dade Housing Authority (MDHA). As a Federally-funded agency, the following clauses within this solicitation do not apply to that Department’s allocation: Section 1 Paragraph 1.10 (Local Preferences), Section 1 Paragraph 1.26 (Office of the Inspector General), Section 2 Paragraph 2.2 (Small Business Contract Measures), and Section 2 Paragraph 2.21 (County User Access Program - UAP).

**2.34 SECURITY REQUIREMENTS FOR THE AVIATION DEPARTMENT**

Vendors who are awarded work orders for the Aviation Department shall follow all security procedures required of workers at Miami International Airport. This will include security checks and passes for all employees, a special driving course for those who operate a vehicle on the aircraft operating area (AOA), additional badges to work within the US Customs service area and may include bonding for a Customs I.D.

**SECTION 2**  
**SPECIAL CONDITIONS**

**TERMITE CONTROL SERVICES – PRE-QUALIFICATION**

For Customs ID, call 786-265-5715 for information and pick-up forms package at Flamingo Garage, 1<sup>st</sup> floor, Monday-Friday, Noon until 3:00 p.m. For Miami Dade Aviation Department ID, call 305-876-7188 for appointment and pick-up package at Dolphin Garage, 6<sup>th</sup> floor. For Driver's Training and Permit information, call 305-876-7359. Vendors are responsible for all costs incurred in obtaining security badges. Security clearance must be obtained after vendor has been awarded a contract.

**2.35 SECURITY REQUIREMENTS FOR THE SEAPORT DEPARTMENT**

Miami Dade County Seaport Department (Port of Miami) operates under strict security regulations. No vendor may engage in business or provide services at the port without obtaining a business permit. For questions concerning business permits, contact the Permit Section at (305) 347-4841/4964.

Obtaining a business permit allows a vendor to obtain a "One-Day Pass" or Port Identification (ID) card for its personnel who will work at the port. A "One-Day Pass" or ID card may be issued after the Port of Miami performs a complete police background check of the vendor personnel who is employed, hired, or who is required to enter the restricted areas of the Port of Miami. A "One-Day Pass" can only be issued to an individual five times within a 90-day period. ID cards are required for individuals needing more frequent access (more than five times within a 90-day period). A "One-Day Pass" or ID card is required for access to restricted areas and is issued by the Port of Miami. For more information concerning a "One-Day Pass" or ID card, contact the Port of Miami ID Office at (305) 347-4955.

Accordingly, vendors who are awarded work orders for the Port of Miami shall obtain a business permit and a "One-Day Pass" or ID card for each of its personnel and/or agents who will be visiting or performing services at the Port of Miami restricted areas. The vendor shall be responsible for all associated fees and compliance with any other security measures.

**2.36 SECURITY REQUIREMENTS FOR WATER AND SEWER DEPARTMENT**

Miami Dade County Water and Sewer Department (WASD) operates under strict security regulations. For a vendor providing contract services, these regulations involve the issuance of a WASD Identification (ID) card after WASD performs a complete police background check of vendor personnel who are employed, hired or who are required to enter the restricted areas. These ID cards are required for access and are issued by the WASD.

Accordingly, vendors who are awarded work orders for WASD shall obtain an ID card for each of its personnel and/or agents who will be visiting or performing services at WASD restricted areas. For more information concerning a WASD ID card, contact the WASD Security Office at (786) 552-8280/8458. The vendor shall be responsible for any associated fee and compliance with any other security measures.

**SECTION 3**  
**TECHNICAL SPECIFICATION**

**TERMITE CONTROL SERVICES – PRE-QUALIFICATION**

**3.1 SCOPE**

Pre-qualified vendors shall provide treatment services for the eradication of termites in facilities as directed by the County in accordance with the provisions and specifications herein utilizing either of the following treatment methods: general fumigation, spot treatments, or total treatment for subterranean termites.

The County's Pest Control Manager will write the treatment limitations and define subterranean termite treatments for each spot market purchase. The procedure which provides long-term termite eradication and maximum economy for the County may be selected.

The vendor shall furnish all labor, materials, equipment, supervision, permits, etc. necessary to provide gas fumigation, spot treatments, or total subterranean treatments. Sub-contracting is prohibited for any procedure of termite control in conjunction with the resultant contract.

**3.2 WORK ORDER PROCEDURES**

The County will initiate spot market purchases on an as-needed basis with the issuance of a work order to the pre-qualified vendor(s) for a specific treatment service.

The vendor may be consulted for the procedure which will eliminate the termite infestation with minimal disruption to County business and at the least expense to the County. The Project Manager will ultimately determine the material quantities and/or specifications for each spot market purchase. The work order will include the location, description and plans, if necessary, covering the scope of work to be completed. For purposes of identification and payment, each work order will be uniquely numbered and dated.

The solicited vendor(s) shall supply the Project Manager/issuer with a written response within the time frame stipulated in the work order. If multiple vendors are solicited, the County will select the lowest offered price. If a single proposal is received out of multiple vendors solicited or a single vendor solicited, the price proposal may be accepted with or without prior price negotiations between the County and the vendor. The County reserves the right to reject any and all proposals based on price or other reasons, to waive irregularities or technicalities, and to re-solicit for all or any part of the work order as deemed in its best interest.

The work order may direct the vendor to commence work on a certain day and may specify the amount of time allotted for completion of service. All service dates and times covered by a work order constitute a service treatment schedule.

The vendor shall be authorized to commence services upon receipt of a purchase order from an authorized County representative.

**SECTION 3**  
**TECHNICAL SPECIFICATION**

**TERMITE CONTROL SERVICES – PRE-QUALIFICATION**

**3.3 COORDINATION**

The awarded vendor shall coordinate with the County departmental or facility manager of the infested site and the Pest Control Manager for all requests for services to control a termite infestation in a facility. Unless otherwise stated or not required, within one week of an issued purchase order for a work order, the awarded vendor shall arrange and conduct an inspection or schedule an appointment to conduct an inspection of the infested site. Inspection reports, graphs, etc. that results from the inspection findings shall be submitted to the Pest Control Manager and become part of the record of treatment. After the inspection, the vendor shall establish an agreeable schedule for completion of the termite control procedure.

Failure of the vendor to submit inspection reports, graphs, and other required documents for treatment records and failure to properly coordinate with the Pest Control Manager may result in a reduced selection for participation in spot market purchases for the vendor.

**3.4 GENERAL FUMIGATION**

**3.4.1 PROCEDURE**

A thorough inspection shall be performed by the vendor to determine the extent of an infestation. It is highly recommended that the vendor providing treatment services utilizing general fumigation methods be a participant in the Dow Agro Sciences Commitment to Excellence<sup>SM</sup> (CTE) Program. The vendor shall use only Vikane® gas fumigant manufactured by Dow Agro Sciences.

Vikane® fumigation shall be accomplished by the vendor in strict accordance with the Dow Fumigation manual, product label instructions, and with best industry practice. Normal gas exposure period will be twenty (20) to twenty-four (24) hours.

Should it is determined by the Pest Control Manager that an accelerated fumigation is in the best interest of the County, vendors must be prepared to accommodate this need.

Often, multiple tenants or Departments use a single facility. The vendor must provide signature proof that all Departments and tenants of a fumigation site have been issued hard copies of safety precautions to be taken during the procedure, in time for them to properly prepare.

Gas fumigation methods are either by tenting or non-tent sealing. The Pest Control Manager shall authorize the non-tent sealing method in writing. Tenting shall be done completely by covering the building with gas proof tarpaulins, which shall be in excellent or good condition as determined by industry standards. Sealing shall be done by covering doors, windows, vents, etc. with vinyl coated tarpaulins or polyethylene plastic that is 4 mil thick. All good industry practices for rendering a sealed building gas tight shall be used.



**SECTION 3**  
**TECHNICAL SPECIFICATION**

**TERMITE CONTROL SERVICES – PRE-QUALIFICATION**

For buildings in excess of 200,000 cubic feet the County shall require that gas concentrations be monitored with a fumiscope. The County requires one monitoring line/100,000 cubic feet to determine that equilibrium has been reached. A minimum of three reading shall be performed. The first is to determine that equilibrium has been reached. The second shall determine the actual half loss time so that needed adjustments may be made to insure sufficient ounce hours are achieved and termite mortality. A third and final reading shall be made to insure that gas tight conditions have been maintained throughout the exposure time.

A fumigation log form shall be submitted to the Pest Control Manager subsequent to each fumigation which includes monitoring specifications when monitoring is required.

**3.4.2 GUARANTEE**

Upon completion of the fumigation termite control procedure, the vendor shall guarantee in writing that the building which has been treated for termites, to be free of such termites for no less than three (3) years. Upon notice from the Department, the facility manager or the Pest Control Manager, the vendor shall promptly provide such treatment as may be necessary for the elimination of drywood termite infestation during the guarantee period. Additional treatment made as a result of termite infestation prior to the expiration of the guarantee period shall be made at the expense of the vendor. The vendor is not responsible for the re-treatment of the building if it is determined that termite infested materials were brought into the site during the guarantee period. The County may negotiate a cost to renew the guarantee at its sole discretion.

For gas fumigations, the vendor shall also make a thorough inspection of the treated site, annually, within thirty (30) days prior to the anniversary of the treatment date.

If the Department renews the Work Order agreement, the vendor shall inspect the site thirty (30) days prior to the expiration of the renewal period, for every year of renewal.

The County Pest Control Manager shall be notified in writing one week prior to annual inspections and shall be provided the opportunity to participate in the inspections. Following each inspection the vendor shall provide the County a written report detailing the condition of the site with reference to drywood termite infestation.

**3.5 SPOT TREATMENTS**

**3.5.1 PROCEDURE**

Spot treatments for termite control may be utilized due to the need to operate certain critical sites on a constant basis, it is in the best economic interest of the County, or improved

**SECTION 3**  
**TECHNICAL SPECIFICATION**

**TERMITE CONTROL SERVICES – PRE-QUALIFICATION**

effectiveness. A spot treatment may be construed as a treatment other than a general fumigation and other than a total subterranean treatment.

Techniques may include isolating emergence holes, kick out holes, and galleries and using a product approved for injection; injection of foams into wall voids, topical applications, etc.; or a combination of techniques. The limitation of treatment area will be set for each service. Limited or partial treatments for subterranean termites also fall under the treatment service of spot treatments. During the preparation stage of the work order scope, the Pest Control Manager may request recommendations from vendors or may require a specified treatment method in the work order be used. Best industry practice must be adhered to at all times as to control of residues, safety and conformity to label requirements.

Scheduling of work is at the convenience of the County and therefore the work will often be done outside normal operating hours, as mutually agreed on between the Project Manager and the vendor. A precise description of the work plan shall be submitted by the vendor to the Project Manager with each response to a Work Order, which will become a part of the record of the treatment.

**3.5.2 GUARANTEE**

Spot treatments shall be guaranteed by the vendor for one year, unless otherwise stated by the County. Since spot treatments vary in probable effectiveness, some may be exempt from guarantee and some may have a two-year guarantee. The guarantee period will be specified as a part of the scope of work of the work order.

**3.5 TOTAL TREATMENT FOR SUBTERRANEAN TERMITES**

**3.5.1 PROCEDURE**

Treatment for subterranean termites shall start with a thorough inspection by the vendor of the infested site to determine the extent of the infestation, factors that may contribute to the presence of the infestation (i.e. plumbing leaks, excessive watering, etc.), infesting species, and treatment “hotspots” such as entry points or aerial nests.

Total subterranean treatments shall be provided by either performing a continuous chemical treated zone or barrier between the cellulose food source in the structure and soil inhabiting termites, or by employing the baiting and monitoring system. Where is determined to be necessary, supplemental treatments may be needed for colonies established above ground (aerial nests). Strict interpretation of label is to be adhered to in all applications.

Baiting and monitoring systems constitute a separate treatment option. When such a treatment is requested by the County, vendors shall submit treatment recommendations in strict conformity with highest industry standard and label requirements. A precise description

**SECTION 3**  
**TECHNICAL SPECIFICATION**

**TERMITE CONTROL SERVICES – PRE-QUALIFICATION**

of the work plan shall be submitted by the vendor to the Project Manager with each proposal and become a part of the record of treatment.

**3.5.2 GUARANTEE**

There shall be a three-year guarantee by the vendor for subterranean termite treatments in which the method of treatment is forming a continuous chemically treated zone or barrier in the soil. During the guarantee period treated structures shall remain termite free. The vendor is not responsible for above ground infestations that remain viable due to roof leaks, plumbing leaks, or other water sources.

Guarantee period for the baiting and monitoring option will be determined at the time of installation.

The vendor shall inspect treated sites annually, thirty days prior to the anniversary date of treatment and thirty days prior to the termination of the warranty period. A report of findings from each inspection shall be submitted to the Pest Control Manager, which becomes a part of the record of treatment.

The County Pest Control Manager shall be notified in writing one week prior to annual inspections and shall be provided the opportunity to participate in the inspections. Following each inspection, the vendor shall provide the County a written report detailing the condition of the site with reference to termite infestation. The report will become a part of the record of treatment. The County may negotiate a cost to renew the guarantee at its sole discretion.

Evidence of active infestation of termites at any time after the completion of the work and within the warranty or renewal period shall constitute evidence of inadequate treatment. The vendor shall upon notification by the Department or the Pest Control Manager, retreat the site within one month. If notified by on site personnel, the vendor shall notify the Pest Control Manager of the requirement to retreat and the date of re-treatment. The vendor shall retreat at its expense.

When informed of an active infestation in a facility under guarantee, the vendor shall within ten working days coordinate with the County to inspect that facility and determine the proper action for re-treatment. If the vendor fails to re-treat within one month after notification, this guarantee shall include restoration of identifiable termite damage caused during the delay. Restoration shall be at no cost to the County.

**3.6 SAFETY**

Safety is the overall responsibility of the vendor. All necessary precautions to prevent injury shall be taken, including, but not limited to:

**SECTION 3**  
**TECHNICAL SPECIFICATION**

**TERMITE CONTROL SERVICES – PRE-QUALIFICATION**

- A. Placement of warning signs in conformity to current Florida Department of Agriculture and Consumer Services (FDACS) Regulations
- B. The proper use of chloropicrin, as to amount, number of placements, use of correct pans and wickering material, etc.
- C. The proper clearance of the site for re-occupancy, using an approved detection device, which shall be calibrated in conformity to the most recent FDACS Regulations.
- D. Maintain sufficient self-contained breathing apparatuses (SCBA), a minimum of two at each treatment.
- E. Must keep a sufficient number of secondary locks.
- F. Sub-slab drilling equipment must be equipped with interrupter devices to prevent damage to plumbing pipes and electrical conduits.
- G. Where applicable residues must be cleaned up per label instruction.

**SECTION 4**  
**BID SUBMITTAL FORM**

**Submit Bid To:**  
**CLERK OF THE BOARD**  
**Stephen P. Clark Center**  
**111 NW 1<sup>st</sup> Street**  
**17<sup>th</sup> Floor, Suite 202**  
**Miami, Florida 33128-1983**

**OPENING: 2:00 P.M.**  
**WEDNESDAY**  
**SEPTEMBER 24, 2008**



PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,  
 DELIVERED IN MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

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Issued by:	DPM	Date Issued: 09/11/08
Drakus Wiggins	Purchasing Division	This Bid Submittal Consists of Pages 25 through 32

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Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**TERMITE CONTROL SERVICES – PRE-QUALIFICATION**

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of N/A of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

<b>DO NOT WRITE IN THIS SPACE</b>	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: <b>910-59</b>	
Procurement Contracting Officer	Drakus Wiggins

**FIRM NAME:** \_\_\_\_\_

**RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND**  
**AFFIDAVITS**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE  
 ON PAGE 32 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR  
 INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 32 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER  
 YOUR BID NON-RESPONSIVE**

**BID SUBMITTAL FOR:**  
**TERMITE CONTROL SERVICES – PRE-QUALIFICATION**

**FIRM NAME:** \_\_\_\_\_

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- 
1. Provide the following information regarding the vendor's point of contract to be utilized in conjunction with services under the resultant contract.

Business address: \_\_\_\_\_

Full Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Phone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

Email address: \_\_\_\_\_

- 
- 
2. Place an "X" in the column for any Treatment Service below to indicate the category the vendor wish to be qualified under for subsequent spot market purchases.

Treatment Services

- \_\_\_\_\_ 1. General fumigation for drywood termite control in large buildings, greater than 600,000 cubic feet.
- \_\_\_\_\_ 2. General fumigation for drywood termite control in small buildings, less than 600,000 cubic feet.
- \_\_\_\_\_ 3. Spot treatment for drywood termite control.
- \_\_\_\_\_ 4. Spot treatment for subterranean termite control.
- \_\_\_\_\_ 5. Total treatment for subterranean termite control.

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- \_\_\_\_\_ 3. Place an "X" to indicate the vendor has executed and submitted Document 00400 per Paragraph 2.33, HUD Section 3 Requirement with its Section 4, Bid Submittal Form.

**BID SUBMITTAL FOR:**  
**TERMITE CONTROL SERVICES – PRE-QUALIFICATION**

**FIRM NAME:** \_\_\_\_\_

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4. Place an “X” next to each requirement to indicate the vendor has submitted the documentation per Paragraph 2.6.1, Minimum Qualifications with its Section 4, Bid Submittal Form.

- \_\_\_\_\_ A. All vendors shall provide the County a copy of its current pest control business license issued by the State of Florida.
- \_\_\_\_\_ B. All vendors shall provide evidence of presently being in the business of termite control and experience in the business of termite control for the past five (5) years from the time of bid opening, consecutively (e.g. Local Business Tax Receipts-formerly known as occupational licenses, corporate tax returns, etc.).
- \_\_\_\_\_ C. All vendors shall provide the County a copy of the certification for its employed pest control operator certified in the category of Termite and Other Wood-Destroying Organisms Control issued by the State of Florida.
- \_\_\_\_\_ D. Vendors who wish to be pre-qualified in **Treatment Service: General fumigation for drywood termite control in large buildings, greater than 600,000 cubic feet** must provide, in addition to the qualification requirements A, B, and C above:
- \_\_\_\_\_ 1. a copy of the certification for its employed pest control operator certified in the category of Fumigation issued by the State of Florida, and
- \_\_\_\_\_ 2. a minimum of three (3) commercial references of companies in which it has provided said service to successfully within the past year from the time of bid opening.
- \_\_\_\_\_ E. Vendors who wish to be pre-qualified in **Treatment Service: General fumigation for drywood termite control in small buildings, less than 600,000 cubic feet only** must provide, in addition to the qualification requirements A, B, and C above:
- \_\_\_\_\_ 1. a copy of the certification for its employed pest control operator certified in the category of Fumigation issued by the State of Florida, and
- \_\_\_\_\_ 2. a minimum of three (3) commercial references of companies in which it has provided said service to successfully within the past year from the time of bid opening.
- \_\_\_\_\_ F. Vendors who wish to be pre-qualified in **Treatment Service: Total treatment for subterranean termite control** must provide, in addition to the qualification requirements A, B, and C above, a minimum of three (3) commercial references of companies in which it has provided said service to successfully within the past year from the time of bid opening.



**BID SUBMITTAL FOR:**  
**TERMITE CONTROL SERVICES – PRE-QUALIFICATION**

**FIRM NAME:** \_\_\_\_\_

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**REFERENCES LIST:**

Per Paragraph 2.6.1. E, *Minimum Requirements*, vendors who wish to be pre-qualified in **Treatment Service: General fumigation for drywood termite control in large buildings, greater than 600,000 cubic feet** must provide a minimum of three (3) commercial references of companies in which it has provided said service to successfully within the past year from the time of bid opening.

1. Commercial Customer Reference

Company Name: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contact Person & Title: \_\_\_\_\_  
Date/Period service was provided: \_\_\_\_\_  
Approximate cubic footage: \_\_\_\_\_

2. Commercial Customer Reference

Company Name: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contact Person & Title: \_\_\_\_\_  
Date/Period service was provided: \_\_\_\_\_  
Approximate cubic footage: \_\_\_\_\_

3. Commercial Customer Reference

Company Name: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contact Person & Title: \_\_\_\_\_  
Date/Period service was provided: \_\_\_\_\_  
Approximate cubic footage: \_\_\_\_\_

**BID SUBMITTAL FOR:**  
**TERMITE CONTROL SERVICES – PRE-QUALIFICATION**

**FIRM NAME:** \_\_\_\_\_

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**REFERENCES LIST:**

Per Paragraph 2.6.1.F, *Minimum Requirements*, vendors who wish to be pre-qualified in **Treatment Service: General fumigation for drywood termite control in small buildings, less than 600,000 cubic feet only** must provide a minimum of three (3) commercial references of companies in which it has provided said service to successfully within the past year from the time of bid opening.

1. Commercial Customer Reference

Company Name: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contact Person & Title: \_\_\_\_\_  
Date/Period service was provided: \_\_\_\_\_  
Approximate cubic footage: \_\_\_\_\_

2. Commercial Customer Reference

Company Name: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contact Person & Title: \_\_\_\_\_  
Date/Period service was provided: \_\_\_\_\_  
Approximate cubic footage: \_\_\_\_\_

3. Commercial Customer Reference

Company Name: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contact Person & Title: \_\_\_\_\_  
Date/Period service was provided: \_\_\_\_\_  
Approximate cubic footage: \_\_\_\_\_

**BID SUBMITTAL FOR:**  
**TERMITE CONTROL SERVICES – PRE-QUALIFICATION**

**FIRM NAME:** \_\_\_\_\_

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**REFERENCES LIST:**

Per Paragraph 2.6.1.G, *Minimum Requirements*, vendors who wish to be pre-qualified in **Treatment Service: Total treatment for subterranean termite control** must provide a minimum of three (3) commercial references of companies in which it has provided said service to successfully within the past year from the time of bid opening.

1. Commercial Customer Reference

Company Name: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contact Person & Title: \_\_\_\_\_  
Date/Period service was provided: \_\_\_\_\_  
Approximate cubic footage: \_\_\_\_\_

2. Commercial Customer Reference

Company Name: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contact Person & Title: \_\_\_\_\_  
Date/Period service was provided: \_\_\_\_\_  
Approximate cubic footage: \_\_\_\_\_

3. Commercial Customer Reference

Company Name: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contact Person & Title: \_\_\_\_\_  
Date/Period service was provided: \_\_\_\_\_  
Approximate cubic footage: \_\_\_\_\_

**SECTION 4**  
**BID SUBMITTAL FOR:**  
**TERMITE CONTROL SERVICES – PRE-QUALIFICATION**  
**ACKNOWLEDGEMENT OF ADDENDA**

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**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

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**PART I:**

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN  
CONNECTION WITH THIS BID

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

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**PART II:**

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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**FIRM NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE OF OFFICER:** \_\_\_\_\_



## BID SUBMITTAL FORM

**Bid Title: TERMITE CONTROL SERVICES – PRE-QUALIFICATION**

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

- ☐ **Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.**

**COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program**

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **within** the geographical boundaries of Miami-Dade County?  
 Yes \_\_\_\_\_ No \_\_\_\_\_  
 and
- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **outside** the geographical boundaries of Miami-Dade County?  
 Yes \_\_\_\_\_ No \_\_\_\_\_

**LOCAL PREFERENCE CERTIFICATION:** The responding vendor hereby attests, **by checking one of the following blocks**, that it is ☐, or is not ☐, a local business. For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base. **Failure to complete this certification at this time (by checking the appropriate box above) shall render the vendor ineligible for Local Preference.**

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_

FEIN No. \_\_\_\_/\_\_\_\_-\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_

Prompt Payment Terms: \_\_\_\_\_% \_\_\_\_\_ days net \_\_\_\_\_ days  
 (Please see paragraph 1.2 H of General Terms and Conditions)

***\*"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract"***

**Signature:** \_\_\_\_\_  
 (Signature of authorized agent)

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Failure to sign this page shall render your Bid non-responsive.**



# **APPENDIX**

## **AFFIDAVITS**

### **FORMAL BIDS**



Miami-Dade County  
Department of Procurement Management  
**Affirmation of Vendor Affidavits**

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

**Contract No. :** \_\_\_\_\_ **Federal Employer Identification Number (FEIN):** \_\_\_\_\_

**Contract Title:** \_\_\_\_\_

**Affidavits and Legislation/ Governing Body**

1. <b>Miami-Dade County Ownership Disclosure</b> Sec. 2-8.1 of the County Code	6. <b>Miami-Dade County Vendor Obligation to County</b> Section 2-8.1 of the County Code
2. <b>Miami-Dade County Employment Disclosure</b> County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code	7. <b>Miami-Dade County Code of Business Ethics</b> Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. <b>Miami-Dade County Employment Drug-free Workplace Certification</b> Section 2-8.1.2(b) of the County Code	8. <b>Miami-Dade County Family Leave</b> Article V of Chapter 11 of the County Code
4. <b>Miami-Dade County Disability Non-Discrimination</b> Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. <b>Miami-Dade County Living Wage</b> Section 2-8.9 of the County Code
5. <b>Miami-Dade County Debarment Disclosure</b> Section 10.38 of the County Code	10. <b>Miami-Dade County Domestic Leave and Reporting</b> Article 8, Section 11A-60 11A-67 of the County Code

_____	_____	_____
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
_____	_____	_____
Name of Firm	State	Date
_____	_____	_____
Address of Firm	State	Zip Code

**Notary Public Information**

Notary Public – State of \_\_\_\_\_ County of \_\_\_\_\_

**Subscribed and sworn to** (or affirmed) before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20 \_\_\_\_\_.

by \_\_\_\_\_ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced \_\_\_\_\_

_____	_____
Signature of Notary Public	Serial Number
_____	_____
Print or Stamp of Notary Public	Notary Public Seal

**In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15**

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature \_\_\_\_\_

Date \_\_\_\_\_



**SUBCONTRACTOR/SUPPLIER LISTING  
(Ordinance 97-104)**

**Firm Name of Prime Contractor/Respondent:** \_\_\_\_\_

**Bid No.:** \_\_\_\_\_ **Title:** \_\_\_\_\_

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 **MUST** be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

\_\_\_\_\_  
Prime Contractor/Respondent's Signature

\_\_\_\_\_  
Print Name  
(Duplicate if additional space is needed)

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

FORM 100

NAME		
ADDRESS		
CITY	STATE	ZIP
SIGNATURE	TITLE	